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16 Attorneys for Defendant  
17 AT&T Mobility LLC

18 **UNITED STATES DISTRICT COURT**  
19 **NORTHERN DISTRICT OF CALIFORNIA**  
20 **SAN JOSE DIVISION**

21 IN RE APPLE & AT&TM ANTI-TRUST  
22 LITIGATION

Case No. 07-05152-JW

**DECLARATION OF CYNTHIA  
HENNESSY IN SUPPORT OF MOTION  
OF DEFENDANT AT&T MOBILITY  
LLC TO COMPEL ARBITRATION  
AND TO DISMISS CLAIMS PURSUANT  
TO THE FEDERAL ARBITRATION  
ACT**

Date: September 12, 2008  
Time: 9:00 a.m.

Honorable James Ware

1 I, Cynthia Hennessy, hereby declare as follows:

2 1. I am employed by AT&T Mobility LLC ("ATTM") (formerly Cingular Wireless  
3 LLC ("Cingular")) as in-house counsel. I was previously employed in the same capacity by  
4 AT&T Wireless Services, Inc. ("AWS"). In those positions, I have been involved with  
5 reviewing the contracts used by ATTM and AWS for the provision of wireless services.

6 2. The following facts are of my own personal knowledge, and if called as a witness  
7 I could and would testify competently as to their truth.

8 3. From July 1999, the former AWS included an arbitration provision in the terms  
9 and conditions of service that governed its subscriber agreements.

10 4. In the regular and ordinary course of AWS's business, all AWS phones that were  
11 sold for use with AWS service plans were packaged with a Welcome Guide or equivalent  
12 document (such as a Wireless Service Agreement), which contained the terms and conditions of  
13 wireless service.

14 5. AWS revised the terms of its standard Welcome Guide and terms and conditions  
15 of service from time to time. When a customer contracted to receive wireless service from  
16 AWS, he or she would have received the then-current version of the Welcome Guide.

17 6. In the regular and ordinary course of business, ATTM maintains records that  
18 contain information relevant to its customers' accounts.

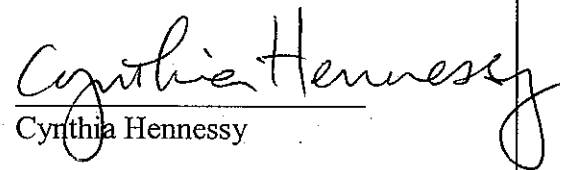
19 7. After this litigation was commenced, ATTM employees retrieved records relating  
20 to the account of Vincent Scotti, one of the plaintiffs in this action.

21 8. I can provide details of Mr. Scotti's account history based on my review of these  
22 records.

23 9. On or about October 31, 2002, Mr. Scotti activated wireless service with AWS. A  
24 true and correct copy of the AWS Welcome Guide that would have been packaged with Mr.  
25 Scotti's phone is attached as Exhibit 1.

26 10. On or about December 2, 2004, Mr. Scotti obtained a new phone from AWS. A  
27 true and correct copy of the AWS Wireless Service Agreement that would have been packaged  
28 with that phone is attached as Exhibit 2.

1 I declare under penalty of perjury that the foregoing is true and correct. Executed on  
2 June 26, 2008.

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5 Cynthia Hennessy  
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